

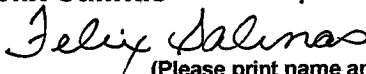


# UNIVERSITY OF MONTANA INVITATION FOR BID (IFB) (THIS IS NOT AN ORDER)

IFB Number: 3015	IFB Title: Mass Spectrometer
IFB Due Date and Time: November 27, 2014 2:00 p.m., Local Time	Number of Pages: 13

ISSUING AGENCY INFORMATION	
Procurement Officer: Bob Hlynosky, Interim Assistant Director of Procurement Services 243-2494 bob.hlynosky@umontana.edu	Issue Date: 11/20/2014
University of Montana Procurement Services Lommasson Center 236 Missoula, Montana 59812-2304 Phone: (406) 243-6260 Fax: (406) 243-2529	Phone: (406) 243-6260 Fax: (406) 243-2529  Website: <a href="http://vendor.mt.gov/">http://vendor.mt.gov/</a>

INSTRUCTIONS TO BIDDERS	
COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."	Mark Face of Envelope/Package:  IFB Number: 3015 IFB Due Date: 11/27/2014
	Special Instructions:

BIDDERS MUST COMPLETE THE FOLLOWING	
Payment Terms: Net 30 days	Delivery Date:
Bidder Name/Address: Bruker Daltonics 40 Manning Road Billerica MA 01821	Authorized Bidder Signatory: Felix Salinas  (Please print name and sign in ink)
Bidder Phone Number: (978)663-3660	Bidder FAX Number: (978) 667-5993
Bidder E-mail Address: Felix.Salinas@bruker.com	
IMPORTANT: SEE STANDARD TERMS AND CONDITIONS	

## University of Montana Standard Terms and Conditions

**By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract or purchase order, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation, contract, or purchase order.**

### **BIDS/PROPOSALS/SOLICITATIONS:**

1. **ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES:** The University reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the University. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.
2. **ALTERATION OF SOLICITATION DOCUMENT:** In the event of inconsistencies or contradictions between language contained in the University's solicitation document and a vendor's response, the language contained in the University's original solicitation document will prevail. Intentional manipulation and/or alteration of solicitation document language will result in the vendor's disqualification and possible debarment.
3. **DEBARMENT:** The Contractor certifies, by submitting this bid or proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the Contractor cannot certify this statement, attach a written explanation for review by the University.
4. **FACSIMILE RESPONSES:** Facsimile responses will be accepted for invitations for bids, small purchases, or limited solicitations **ONLY** if they are completely received by University Procurement Services prior to the time set for receipt. Bids, or portions thereof, received after the due time will not be considered. Facsimile responses to requests for proposals are **ONLY** accepted on an exception basis with prior approval of the procurement officer.
5. **FAILURE TO HONOR BID/PROPOSAL:** If a bidder/offeror to whom a contract is awarded refuses to accept the award (PO/contract) or fails to deliver in accordance with the contract terms and conditions, the department may, in its discretion, suspend the bidder/offeror for a period of time from entering into any contracts with the University of Montana.
6. **LATE BIDS AND PROPOSALS:** Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.
7. **RECIPROCAL PREFERENCE:** The University of Montana applies a reciprocal preference against a vendor submitting a bid from a state or country that grants a residency preference to its resident businesses. A reciprocal preference is only applied to an invitation for bid for supplies or an invitation for bid for nonconstruction services for public works as defined in section 18-2-401(9), MCA, and then only if federal funds are not involved. For a list of states that grant resident preference, see <http://gsd.mt.gov/ProcurementServices/preferences.mcpix>.
8. **SOLICITATION DOCUMENT EXAMINATION:** Vendors shall promptly notify the University of any ambiguity, inconsistency, or error which they may discover upon examination of a solicitation document.

### **PURCHASE ORDERS/CONTRACTS:**

9. **ACCESS AND RETENTION OF RECORDS:** The Contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance. (Section 18-1-118, MCA). The Contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of eight years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the University of Montana or third party.
10. **ASSIGNMENT, TRANSFER AND SUBCONTRACTING:** The Contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department. (Section 18-4-141, MCA.)
11. **AUTHORITY:** The attached bid, request for proposal, limited solicitation, contract, or purchase order is issued under authority of Title 18, Montana Code Annotated, and the Administrative Rules of Montana, Title 2, chapter 5.
12. **CHANGES IN WORK or INCREASE IN CONTRACT/PURCHASE ORDER AMOUNT:** Prior approval must be obtained in the form of a contract addendum or purchase order adjustment from University Procurement Services. A request by the Contractor or the University Department representative shall be accompanied by an itemized statement, which details all costs that would be incurred to effect the change. Contractor shall provide a complete statement of all actual costs to be incurred for each requested change. This information will be approved by the University Department and sent to the University of Montana Procurement Services for the contract addendum to be signed by both parties and/or the purchase order to be adjusted.
13. **COMPLIANCE WITH LAWS:** The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.
14. **COMPLIANCE WITH WORKERS' COMPENSATION ACT:** Contractor shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the University in accordance with 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither Contractor nor its employees are University employees. This insurance/exemption must be valid for the entire contract term and any renewal. Upon expiration, a renewal document must be sent to the University of Montana, Procurement Services, 32 Campus Drive, Missoula, MT 59812-2304.

15. **CONFIDENTIALITY:** Contractor agrees that information not generally known to the public to which the Contractor has been or will be exposed as a result of the Contractor's work with and for the University is confidential information that belongs to the University. This includes information developed by the Contractor, alone or with others, or entrusted to the University by its customers or others. The University's confidential information includes, without limitation, information relating to the University's trade secrets, know-how, procedures, purchasing, accounting, marketing, sales, customers, distributors, and employees. Contractor will hold the University's confidential information in strict confidence and will not disclose or use it except as authorized by the University for the University's benefit. Contractor also acknowledges and agrees not to disclose, and has not been asked to disclose, confidential information learned from prior individuals or companies. The confidentiality provision of this agreement shall survive after the Contractor's services to the University ends, regardless of the reason it ends, and shall be enforceable regardless of any claim the Contractor may have against the University.
16. **CONFORMANCE WITH CONTRACT:** No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without University Procurement Services prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected and returned at the Contractor's expense.
17. **CONTRACTOR:** The Contractor is an independent contractor or a business providing services for the University of Montana. Neither the Contractor nor any of his employees are employees of the University of Montana or any agency or division thereof, nor will they be considered employees of the University of Montana under any subsequent amendment to the contract or purchase order unless otherwise expressed.
18. **DISABILITY ACCOMMODATIONS:** The University does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other disability related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.
19. **FORCE MAJEURE:** Neither party is responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the nonperforming party, so long as such party uses its best efforts to remedy such failure or delays. A party affected by a force majeure condition shall provide written notice to the other party within a reasonable time of the onset of the condition. In no event, however, shall the notice be provided later than 5 working days after the onset. If the notice is not provided within the 5 day period, then a party may not claim a force majeure event. A force majeure condition suspends a party's obligations under this contract, unless the parties mutually agree that the obligation need not be performed because of the condition.
20. **HOLD HARMLESS/INDEMNIFICATION:** The Contractor agrees to protect, defend, and save the University, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the University, under this agreement.
21. **INVOICES:** At no time is a vendor authorized to submit a purchase order invoice directly to an individual or the ordering department. Except where stipulated otherwise on the purchase order, address all invoices to:

University of Montana  
Accounts Payable  
32 Campus Drive  
Missoula, MT 59812-2304

or send via email to [mso.umt@accountspayable.docufree.com](mailto:mso.umt@accountspayable.docufree.com). Invoices sent via email must meet these requirements:

- a. All invoices **must** reference the contract or purchase order number.
- b. All invoices **must** be PDF attachments with scan image quality of at least 300dpi.
- c. UM will accept multiple PDF attachments in a single email.
  - Each invoice must be a single PDF.
  - One PDF equals one invoice.
  - UM will not accept multiple invoices within the same PDF attachment.

Do not send correspondence to [mso.umt@accountspayable.docufree.com](mailto:mso.umt@accountspayable.docufree.com) as any text or additional information in the email will be discarded.

22. **PAYMENT TERM:** All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the University is allowed 30 days to pay such invoices. (See section 17-8-242 MCA). Vendors that utilize the University's electronic payment method will maintain a preferred vendor status with the University of Montana. Vendors can select from one of the following payment terms:

- a. Accounts Payable Direct Program (ePayables),  
<http://www.umt.edu/bussrvcs/Employees/Services/Accounts Payable/AP Direct Program.aspx>
- b. 2% 10 NET 30
- c. NET 60 - 100% payment Net 60 on delivery

23. **REDUCTION OF FUNDING:** The University must terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance in a subsequent fiscal period. (See section 18-4-313(4), MCA.)
24. **REFERENCE TO PURCHASE ORDER:** The purchase order number **MUST** appear on all invoices, packing lists, packages, and correspondence pertaining to the contract. If the number is not provided, the University is not obligated to pay the invoice.
25. **REGISTRATION WITH THE SECRETARY OF STATE:** Any business intending to transact business in Montana must register with the Secretary of State. Businesses that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are

transacting business in Montana in accordance with sections 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain the guidance of their attorney or accountant to determine whether their activity is considered transacting business.

If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665, or visit their website at <http://sos.mt.gov>.

If you are conducting business under your own full legal name, you do not need to register with the Secretary of State.

26. **SEVERABILITY CLAUSE:** A declaration by any court, or any other binding legal source, that any provision of the contract is illegal and void shall not affect the legality and enforceability of any other provision of the contract, unless the provisions are mutually dependent.
27. **SHIPPING:** Supplies shall be shipped prepaid, F.O.B. Destination, unless the contract specifies otherwise.
28. **SUBCONTRACTS:** The Contractor may not transfer, assign or subcontract this contract or resulting purchase order or any interest therein without the express written approval of the University of Montana. In the event a subcontract is authorized by the University, the Contractor will insert in any subcontract the clauses set forth in this contract and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into together with a clause requiring this insertion in any further subcontracts that may in turn be made.
29. **TAX EXEMPTION:** The University is exempt from Federal Excise Taxes (#81-6001713).
30. **TECHNOLOGY ACCESS FOR BLIND OR VISUALLY IMPAIRED:** Contractor acknowledges that no University funds may be expended for the purchase of information technology equipment and software for use by employees, program participants, or members of the public unless it provides blind or visually impaired individuals with access, including interactive use of the equipment and services, that is equivalent to that provided to individuals who are not blind or visually impaired. (18-5-603, MCA.) In addition, Contractor acknowledges that such information technology equipment and software will provide equal and effective access to all individuals in accordance with federal and state laws and regulations, including, but not limited to the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and Section 508 of the 1973 Rehabilitation Act.
31. **TERMINATION OF CONTRACT:** Unless otherwise stated, the University may, by written notice to the Contractor, terminate the contract in whole or in part at any time the Contractor fails to perform the contract.
32. **U.S. FUNDS:** All prices and payments must be in U.S. dollars.
33. **VENUE:** This solicitation/bid/proposal/contract/purchase order is governed by the laws of Montana. The parties agree that any litigation concerning this solicitation/bid/proposal/contract/purchase order must be brought in the District Court for Missoula County, State of Montana, and each party shall pay its own costs and attorney fees. (Section 18-1-401, MCA.)
34. **WARRANTIES (NON-INFORMATION TECHNOLOGY):** The Contractor warrants that the products offered conform to the specifications requested, are fit and sufficient for the purpose manufactured, are of good material and workmanship, and are free from defect. The Contractor further warrants that the products are new and unused and of the latest model or manufacture, unless the University specifies otherwise. Exceptions will be rejected.
35. **WARRANTY FOR INFORMATION TECHNOLOGY SERVICES:** The Contractor warrants that it performs all services using reasonable care and skill and according to its current description (including any completion criteria) contained in this contract. University agrees to provide timely written notice of any failure to comply with this warranty so that the Contractor can take corrective action.
36. **WARRANTY FOR SOFTWARE:** For a period of ninety (90) days from the date of receipt of software, the Contractor warrants that: (i) the unmodified software will provide the features and functions, and will otherwise conform to all published documentation including on the Contractor's website; and (ii) the media upon which the software is furnished will be free from defects in materials and workmanship under normal use and service.
37. **WARRANTY FOR INFORMATION TECHNOLOGY HARDWARE:** The Contractor warrants that hardware provided is free from defects in materials and workmanship and conforms to the specifications. The warranty period for provided hardware is a fixed period commencing on the date specified in a statement of work or applicable contract. If the hardware does not function as warranted during the warranty period and the Contractor is unable to either: (i) make it do so; or (ii) replace it with one that is at least functionally equivalent, University may return it to the Contractor for a full refund.
38. **WARRANTIES (INFORMATION TECHNOLOGY SPECIFIC):**  
The parties agree that the warranties set forth above do not require uninterrupted or error-free operation of hardware or services unless otherwise stated in the specifications.

These warranties are the University's exclusive warranties and replace all other warranties or conditions, express or implied, including, but not limited to, the implied warranties or conditions of merchantability and fitness for a particular purpose.

## **SECTION 1: GENERAL REQUIREMENTS**

### **1.0 INTRODUCTION**

University of Montana, Chemistry department (hereinafter referred to as "University") is soliciting bids for Mass Spectrometer. A more complete description of the Mass Spectrometer is provided in Section 4 of this IFB. Bids submitted in response to this solicitation must comply with the instructions and procedures contained herein.

### **1.1 Omitted**

### **1.2 INSTRUCTIONS TO BIDDERS**

**1.2.1 Procurement Officer Contact Information.** Contact information for the procurement officer is as follows:

Procurement Officer: Bob Hlynosky  
Address: 32 Campus Drive, Missoula, MT 59812  
Telephone Number: 406-243-2494  
Fax Number: 406-243-2529  
E-mail Address: bob.hlynosky@umontana.edu

**1.2.2 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the procurement officer in writing. The bidder making such request will be solely responsible for its timely receipt by the procurement officer. Replies to such notices may be made in the form of an addendum to the solicitation.

**1.2.3 Interpretation or Representations.** University assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.

**1.2.4 Acknowledgment of Addendum.** If the IFB is amended, then all terms and conditions which are not modified remain unchanged. It is the bidder's responsibility to keep informed of any changes to the solicitation. **Bidders must sign and return with their bid an Acknowledgment of Addendum for any addendum issued.** Bids that fail to include an Acknowledgment of Addendum may be considered nonresponsive.

**1.2.5 Extension of Prices.** In the case of error in the extension of prices in the bid, the unit price will govern. In a lot bid, the lot price will govern.

**1.2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this IFB are entirely the responsibility of the bidder. University is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a purchase order or contract.

### **1.3 Omitted**

### **1.4 BID SUBMISSION**

**1.4.1 Bids Must Be Sealed and Labeled.** Bids must be sealed and labeled on the outside of the package to clearly indicate that they are in response to IFB 3015. *Bids must be received at the receptionist's desk of the Business Services prior to 2:00 pm, local time, November 27, 2014.* All prices and notations must be printed in ink or typewritten. Errors should be crossed out, corrections entered, and initialed by the person signing the bid. Bidders must submit **one original bid and one electronic copy** on compact disc (CD) or universal serial bus (USB) flash drive in Microsoft Word or portable document format (PDF).

**1.4.2 Late Bids.** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the receptionist's desk at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**1.4.3 Bidder's Signature.** The solicitation must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this IFB guarantees that the offer has been established without collusion and without effort to preclude the University of Montana from obtaining the best possible supply or service.

**1.4.4 Alternate Bids.** Vendors may submit alternate bids (a bid on supplies other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate."

## **1.5 CHANGE OR WITHDRAWAL OF BIDS**

**1.5.1 Change or Withdrawal PRIOR to Bid Opening.** Should any bidder desire to change or withdraw a bid prior to the scheduled opening, the bidder may do so by making such request in writing to the procurement officer listed in Section 1.2.1 above. This communication must be received prior to the date and hour of the bid opening by a request in writing or facsimile to the procurement officer (e-mail notices containing prices are not allowed and will be disqualified).

**1.5.2 Change AFTER Bid Opening But Prior to Bid Award.** After bids are opened, they may not be changed except to correct patently obvious mistakes and minor variations as allowed by ARM 2.5.505. The bidder shall submit verification of the correct bid to the University prior to the final award by the University.

## **1.6 BID AWARDS**

**1.6.1 Basis for Award.** Bid award, if made, will be to the responsive and responsible bidder who offers the lowest cost to the University in accordance with the specifications set forth in the invitation for bid.

**1.6.2 Rejection of Bids.** While the University has every intention to award a contract as a result of this IFB, issuance of the IFB in no way constitutes a commitment by the University of Montana to award and execute a contract. Upon a determination such actions would be in its best interest, the University, in its sole discretion, reserves the right to:

- Cancel or terminate this IFB (18-4-307, MCA);
- Waive any undesirable, inconsequential, or inconsistent provisions of this IFB which would not have significant impact on any bid (ARM 2.5.505); or
- If awarded, terminate any contract if the University determines adequate funds are not available (18-4-313, MCA).

## SECTION 2: DELIVERY REQUIREMENTS

### **2.0 DELIVERY REQUIREMENTS**

**2.0.1 Delivery Date.** The DELIVERY DATE space on the cover sheet must be completed to indicate day, month, and year, or a specific number of days after receipt of order (ARO). Failure to comply with the requirements may invalidate a bidder's quotation for any or all items.

**2.0.2 Guaranteed Delivery.** Due to the immediate need of the user agency, delivery must be guaranteed to be completed on or before

(a) the date by which Mass Spectrometer delivery is guaranteed to be completed Jan 31, 2015

(b) the earliest date by which Mass Spectrometer delivery may be completed Dec 30, 2014

**2.0.3 Shipping.** Weekends and holidays excepted, deliveries shall be **F.O.B. DESTINATION**, to the location shown below. The term "F.O.B. destination, within the University's premises," as used in this clause, means free of expense to the University and delivered to the location specified. The Contractor shall:

- Pack and mark the shipment to comply with specifications; or if the specifications do not contain specific packing or marking instructions, pack and mark the shipment in accordance with prevailing commercial practices and in such a manner as to ensure delivery in good condition and as required by this IFB;
- Prepare and distribute commercial bills of lading and Material Safety Data Sheets (MSDS) as appropriate;
- Deliver the shipment in good order and condition to the point of delivery specified in the IFB;
- Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the University at the delivery point specified in the IFB;
- Furnish a delivery schedule and designate the mode of delivering carrier; and
- Pay and bear all charges to the specified points of delivery.

### **2.0.4 Delivery Locations.**

Chris Palmer  
University of Montana  
Department of Chemistry and Biochemistry  
Missoula MT 59812

## **SECTION 3: SPECIAL TERMS AND CONDITIONS**

### **3.0 Omitted**

### **3.1 PURCHASING CARD**

The University of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The University of Montana prefers this method of payment.

### **3.2 Omitted**

### **3.3 MEETINGS**

The Contractor is required to meet with the University's personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the contract or to discuss the progress made by Contractor and the University in the performance of their respective obligations, at no additional cost to the University. Meetings will occur as problems arise and will be coordinated by the University. The Contractor will be given a minimum of three full working days notice of meeting date, time, and location. Face-to-face meetings are desired. However, at the Contractor's option and expense, a conference call meeting may be substituted. Consistent failure to participate in problem resolution meetings, two consecutive missed or rescheduled meetings, or to make a good faith effort to resolve problems, may result in termination of the contract.

### **3.4 COMPLIANCE WITH WORKERS' COMPENSATION ACT**

Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the University of Montana in accordance with the sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status. Neither the Contractor nor its employees are employees of the University. This insurance/exemption must be valid for the entire term of the contract. A renewal document must be sent to the University of Montana, Procurement Services, 32 Campus Drive, Missoula, MT 59812-2304, upon expiration.

### **3.5 REQUIRED INSURANCE**

**3.5.1 General Requirements.** The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

**3.5.2 Primary Insurance.** The Contractor's insurance coverage shall be primary insurance with respect to the University, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.



**3.5.3 Specific Requirements for Commercial General Liability.** The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **1,000,000** per occurrence and **2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or subcontractors.

The University, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor, products, and completed operations; premises owned, leased, occupied, or used.

**3.5.4 Omitted**

**3.5.5 Omitted**

**3.5.6 Deductibles and Self-Insured Retentions.** Any deductible or self-insured retention must be declared to and approved by the University. At the request of the University either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the University, its officers, officials, employees, or volunteers; or (2) at the expense of the Contractor, the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

**3.5.7 Certificate of Insurance/Endorsements.** A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by the University of Montana, Procurement Services, 32 Campus Drive, Missoula, MT 59812-2304. The Contractor must notify the University immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. The University reserves the right to require complete copies of insurance policies at all times.

**3.6 Omitted**

**3.7 PATENT AND COPYRIGHT PROTECTION**

**3.7.1 Third Party Claim.** In the event of any claim by any third party against the University that the products furnished under this contract infringe upon or violate any patent or copyright, the University shall promptly notify Contractor. Contractor shall defend such claim, in the University's name or its own name, as appropriate, but at Contractor's expense. Contractor will indemnify the University against all costs, damages, and attorney's fees that accrue as a result of such claim. If the University reasonably concludes that its interests are not being properly protected, or if principles of governmental or public law are involved, it may enter any action.

**3.7.2 Product Subject of Claim.** If any product furnished is likely to or does become the subject of a claim of infringement of a patent or copyright, then Contractor may, at its option, procure for the University the right to continue using the alleged infringing product, or modify the product so that it becomes non-infringing. If none of the above options can be accomplished, or if the use of such product by the University shall be prevented by injunction, the University will determine if the Contract has been breached.

**3.8 Omitted**

**3.9 Omitted**

**3.10 Omitted**

### **3.11 Omitted**

### **3.12 CONTRACT TERMINATION**

**3.12.1 Termination for Cause.** The University may, by written notice to Contractor, immediately terminate this contract in whole or in part for Contractor's failure to materially perform any of the services, duties, terms or conditions contained in this contract.

**3.12.2 Reduction of Funding.** The University must terminate this contract if funds are not appropriated or otherwise made available to support the University's continuation of performance of this contract in a subsequent fiscal period. (See section 18-4-313(4), MCA.)

## SECTION 4: SPECIFICATIONS AND PRICING SCHEDULE

### 4.0 EQUIVALENT PRODUCTS

Requirements designated in this bid must be satisfied, or a functional equivalent bid submitted, which is acceptable to the University. Bidders who do not meet this criterion may be disqualified from further consideration. A bidder must state if they are unable or unwilling to meet any requirement. Inability or unwillingness to meet any requirement, in part or total, may be cause for disqualification of the entire response. Any exceptions taken by the bidder must be clearly identified on the bid forms.

### 4.1 PRICES

**4.1.1 Taxes, Shipping, and Invoicing.** The prices herein specified, unless otherwise expressly stated, shall exclude all taxes and duties of any kind which either party is required to pay with respect to the sale of products covered by this IFB, but shall include all charges and expenses in connection with the packing of the products and their carriage to the place of delivery to the University unless specifically excluded. Bid prices shall include any and all transportation costs. The Contractor shall be paid, except as otherwise stated in this IFB, upon submission of a proper invoice, the prices stipulated herein for products, and/or services delivered to and accepted at the specified University location(s).

**4.1.2 Fixed Price Contract.** All prices are fixed for the duration of the contract and are not subject to escalation for any cause. Payment of the total fixed bid price shall constitute full payment for performance of the work and covers all costs of whatever nature incurred by the Contractor in accomplishing the work in accordance with the provisions of the contract.

### 4.2 ALL-OR-NONE AWARD

Awards will be made on an **all-or-none** basis. Failure of a bidder to provide prices for all line items listed on the Schedule may be cause for rejection of the entire bid. However, a bidder may enter "No Cost" in the unit price and extended amount columns to indicate that the item is being offered at "No Cost."

### 4.3 SPECIFICATIONS AND PRICING SCHEDULE

Purchase of: Mass Spectrometer

**SPECIFICATIONS:** The University of Montana is seeking a Mass Spectrometer for the Chemistry Dept. complete, factory-new, highest performance and ready-to-use MS/MS system including:

1. Ion trap mass spectrometer with robust computer controlled ESI source allowing positive and negative ion detection and with minimal adjustment and easy maintenance.
  2. Small footprint (maximally 89 x 76 x 51 cm) with a weight of approx. 86 kg.
  3. The instrument must be equipped with an API sprayer with grounded needle and fixed nebulizer in the optimized spray angle of  $\geq 75^\circ$ .
1. The spectrometer has to include the following parts:
- a. Dual ion funnel guide for gentle mass independent ion focusing leading to high sensitivity.
  - b. Combined Funnel-Octopole-Cartridge with front access for easy maintenance.
  - c. Robust and easily cleanable glass capillary.
  - d. Mechanisms of ESI spray droplet drying by heated counter nitrogen gas, fully sw controlled.
  - e. Pneumatic off-axis nebulization for flow rates up to 1 ml/min.
  - f. High sensitivity conversion dynode detector with active gating for increased life time and for positive/negative detection.

- g. Four-stage vacuum system equipped with a low maintenance split flow drag pump and a single mechanical fore line pump ( $>24 \text{ m}^3$  per hour). Low and high vacuum gauges must be included and completely software controlled.
- h. User exchangeable valve head (= divert valve option) suited for nano scale or analytical applications.
- i. Low pulsation syringe pump fully integrated in GUI with exchangeable syringes with a flow from 50 nl/min to 1.5 ml/min, one 500  $\mu\text{l}$  syringe included.
- j. Fully suitable for HPLC, U-HPLC, with the option for a CE-MS interface.
- k. PC-station with complete software (including Windows operating system and LC-MS control software) that allows acquisition, processing and exporting data + LCD-screen + laser printer.
- l. Full installation, 1 year warranty, voucher for a factory training course for 2 participants. Set of manuals, reference CD-ROMs.

**2. The system must fulfill the following required parameters and features:**

1. The instrument must have 3 different scan modes allowing scanning up to  $m/z$  2200 (4000):
  - a. A scan rate of  $\geq 32,000$  u/sec and a peak width  $< 0.6$  u.
  - b. Enhanced resolution mode with a scan rate of  $\geq 8,100$  u/sec and a peak width  $< 0.35$  u, resolution of triply charged ions (scan range 50 - 2200  $m/z$ ).
  - c. Extended scan range ( $m/z$  200-4000) at  $\geq 27,000$  u/sec with a peak width of 3 u.
2. Monoisotopic isolation of precursor ions prior to fragmentation for singly charged ions up to  $m/z$  2200 and for doubly charged ions up to  $m/z$  1000.
3. MS and MS/MS mass accuracy not worse than  $\pm 0.15$  u within the calibrated standard mass range at UltraScan resolution with proper calibration, ICC target and ion statistics and full thermal equilibration of electronics and ion source.
4. Long term and ultra stable mass axis stability in MS and MS/MS.
5. Sensitivity in full scan MS mode: 5 pg/ $\mu\text{l}$  Reserpine at S/N 10:1.
6. Sensitivity in full scan MS/MS mode: 125 fg/ $\mu\text{l}$  Reserpine (250 fg) at S/N 50:1.
7.  $\text{MS}^n$  capabilities:
  - a. Manual  $\text{MS}^n$  for  $n=1$  through 11.
  - b. auto $\text{MS}^n$  for  $n=1$  through 5.
8. Ultra fast polarity switching  $< 80$  ms for detection of both ion polarities in one LC run.
9. Possibility to use any substance for calibration chosen by the user (within available mass range).
10. Precursor selection by charge state (prefer doubly charged ions) in data-dependent auto $\text{MS}^n$  mode.
11. Fast, automated control of ions in the trap by Ion Charge Control (ICC<sup>TM</sup>) without the need for time-consuming pre-scans.
12. Unique SmartSuite software features allowing easy and optimized workflow with following elements to be included:
  - a. Automated parameter setting giving predefined optimal tuning values for any mass. Ideal for setting up methods before running samples.
  - b. On-the-fly selection of precursor ions for automated data dependent experiments.
  - c. Automated calibration (scan, isolation, fragmentation) to ready the instrument for LC-MS/MS analysis.
  - d. Parameter-ramping to quickly ramp selected settings with a visual display of the ion current to allow optimization of conditions for any sample.
  - e. Collision energy ramp during fragmentation to facilitate setup of reproducible MS/MS experiments. Enables reliable and reproducible  $\text{MS}^2$  library generation and search. Fragmentation energy is ramped during each scan to ensure most efficient and reproducible fragmentation of all types of compounds.
  - f. Intuitive setup of LC- $\text{MS}^n$  methods based on a first LC- $\text{MS}^n$  run. Sets any mass range, resolution tuning and  $\text{MS}^2$  parameter for up to 100 individual time windows for target optimized LC-MS/MS.
13. Export of mass spectra and chromatograms as ASCII and netCDF data files.

14. Possibility of remote service diagnostics via secured Internet connection.
15. Flexibility to control HPLC systems of various vendors (Dionex, Ultimate 3000), Waters (UPLC), Agilent, VWR/Hitachi, Shimadzu, Proxeon/Thermo within the original MS vendor software (START/STOP signal is insufficient).
16. Flow rate of 1  $\mu$ L/min – 1 mL/min to facilitate flow injection as well as LC-driven experiments.
17. Changing of all API sources without breaking vacuum.
18. Possibility to upgrade the system with DIP (direct probe) using either APCI or APPI source to analyze insoluble compounds without the need for any sample preparation.
19. Option for comprehensive proteomics data analysis allowing the quantitative analysis of proteins by the use of all protein labeling techniques, as well as of label-free experiments. This software has to be able to combine results of several proteomics databases like Mascot and Phenyx in order to improve protein identification rates, under strict false positive rates for peptide identifications.
20. Package (included) dedicated for small molecules analysis fulfilling:
  - a. Comprehensive quantification package.
  - b. Module for search of MS, MS/MS and MS<sup>n</sup> spectra with advanced matching algorithm.
  - c. Charge deconvolution module.
  - d. Survey view for density plots of MS and UV/DAD data.
  - e. Export of peak reports to dBase or MS-Excel, export of spectra and ion current profiles as win metafiles to word processing programs.
21. Optional software package for metabolite research:
  - a. Prediction and identification of metabolites on the basis of biotransformation rules.
  - b. Statistical comparison analyses of different sample groups and different time points.
22. Optional package dedicated for automatic walk-user workflows and multiple user environments
23. Optional package for statistical analysis allowing e.g.:
  - a. PCA analysis
  - b. different normalization options
  - c. data validation by test set (T-Test and other) and cross-validation
  - d. Data recalibration before post-processing
  - e. Evaluation of results and visualization

### IFB Checklist

Have you remembered to:

- Check our website for the latest addendum to the IFB
- Sign each "Acknowledgment of Addendum" if required
- Sign your bid on our cover sheet
- Mark your mailing envelope or box with the IFB number and the opening date under your return address
- Carefully review the "Standard Terms and Conditions"
- Carefully review all listed requirements to ensure compliance with the IFB
- Initial all bid/pricing changes you made
- Bid F.O.B. Destination (Ship To: Address) Freight Prepaid

**Note: This document is provided in PDF format as a separate file and may be found at <http://vendor.mt.gov/>.**